



SECOND EQUIPMENT MASTER SUPPLY PURCHASE ORDER AGREEMENT

This Second Equipment Master Supply Purchase Order Agreement (hereinafter "Agreement" or "MSA") is entered into on the 17th day of July, 2020, by and between Global Healthcare Product Solutions, LLC, a Delaware limited liability company, with the registered address of 919 North Market Street, Suite 950, Wilmington, DE 19801 ("Seller") and the California Governor's Office of Emergency Services with the registered address of 3650 Schriever Avenue, Mather, CA 95655 ("Buyer") (collectively "parties").

RECITAL

WHEREAS, in 2020, the State of California (the Buyer), the United States, and multiple key continents around the world are combating the rapid spread of the deadly pandemic known as the Novel Coronavirus or COVID-19 (the "Pandemic");

WHEREAS, despite the current state of the Pandemic around the world as of July 17, 2020, the parties agree they are capable of performing all obligations under this Agreement;

WHEREAS, the Seller supplied the Buyer with surgical masks and NIOSH-certified N95 masks pursuant to a separate master supply agreement dated April 7, 2020;

WHEREAS, the Buyer desires to procure additional quantities of surgical masks and NIOSH-certified N95 masks from Seller in light of the rising COVID-19 cases throughout California; and,

WHEREAS, the Buyer enters into this Agreement pursuant to Governor Newsom's March 4, 2020, State of Emergency Proclamation for COVID-19, and does so as an emergency protective measure to protect the public health and safety.

AGREEMENT

NOW, THEREFORE in consideration of the foregoing and the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **EQUIPMENT AND PRICING.** (a) Seller agrees to sell to Buyer and Buyer agrees to buy from Seller the Seller's equipment ("Equipment") at the price and volume as set forth in the following chart:

Equipment	Unit Price	Quantity
Surgical masks	\$0.20	300,000,000 (three hundred million)
NIOSH certified N95 masks	\$2.13	120,000,000 (one hundred twenty million)

(b) The product specifications for the Equipment is set forth in Exhibit A "Product Specifications" of this Agreement ("Specifications" or "Product Specifications"). As an express requirement of this Agreement, the Parties agree that Seller must maintain NIOSH certification for the N95 masks in accordance with the Product Specifications, and maintaining such certification is a condition precedent to Buyer's further performance under the Agreement with respect to the NIOSH certified N95 mask order.

2. **PAYMENT METHOD.** (a) When Buyer is making payment to Seller, Buyer will make payment by bank wire transfer. Wiring instructions will be provided to Buyer by Seller.

(b) In the event that Seller is required under this Agreement to transfer money to Buyer, Seller will make payment by bank wire transfer. Buyer will provide wiring instructions for such transfer as needed.

3. **DELIVERY.** (a) Schedule. Delivery will be made in accordance to the schedule stated in Exhibit B ("Delivery Schedule"). Unless otherwise agreed to in writing, delivery of the Equipment will be made via sea freight which requires approximately 20-25 days. Within five (5) days of executing this Agreement, Seller shall provide to Buyer with a Delivery Schedule that will state the estimated delivery date of all Equipment ordered hereunder.

(b) Delivery Location. The delivery location for the Equipment will be a warehouse as designated by Buyer ("Delivery Location"). The delivery term will be INCOTERM 2020 DDP to the Delivery Location, at which time risk of loss and title will pass to Buyer.

(c) Time of Delivery. Seller will use its best business efforts to achieve on-time delivery consistent with the Delivery Schedule.

4. ACCEPTANCE. All Equipment ordered by Buyer may be subject to delivery acceptance inspection and testing by the Buyer or its authorized representatives at the Delivery Location. Buyer will give written notice of rejection of Equipment delivered within three (3) business days after receipt of Equipment at the Delivery Location. Such notice of rejection will state the respects in which the Equipment does not substantially conform to specifications stated in Exhibit A. If the Buyer does not provide such notice of rejection within three (3) business days after the Equipment arrives at the Delivery Location, such Equipment will be deemed to have been accepted. Acceptance by the Buyer will be final and irreversible, except as it relates to latent defects, fraud, and gross mistakes amounting to fraud. Subject to this Agreement, Buyer's acceptance will not be construed to waive any warranty rights (if any) that the Buyer may have at law or under this Agreement with respect to any nonconformity.

5. INVOICE & PAYMENT. (a) Invoicing Procedure. Unless otherwise specified, all invoices arising from this agreement will be sent in paper format to:

The Governor's Office of Emergency Services
Attn: Accounting Unit
3650 Schriever Avenue
Mather, CA 95655

and in digital format to:

BYDinvoice@caloes.ca.gov.

Paper invoices will be submitted in triplicate and will include the Agreement number.

(b) Timing & Payment of Invoices.

During the term of this Agreement, Seller will invoice Buyer in accordance to this Section 5, once a week on every Monday, and payment will be made within three (3) business days following electronic receipt of the invoice. The invoice on Monday will be for Purchase Order deliveries accepted by Buyer during each of the previous Monday through Sunday. Buyer will pay Seller, in the manner prescribed in Section 2 "Payment Method". At the end of this Agreement's term, if there are any unpaid Purchase Order deliveries, and where Buyer has not rejected the deliveries pursuant to this Agreement, such invoices will be paid in full within five (5) business days.

(c) Timely Payments. Both parties understand and agree that Seller's continued performance under this Agreement is contingent upon the timely payment of its invoices when due.

6. TERM & TERMINATION. (a) Term. This Agreement will commence upon the full execution of this Agreement and will continue through the Delivery Schedule. (b) Buyer's Right to Terminate for Convenience. The Buyer may terminate this Agreement (in part or in whole) for any reason by delivering a written notice of termination for Buyer's convenience to Seller three (3) Working Days in advance of the effective date of Buyer's termination for convenience ("Buyer's Termination for Convenience" or "Effective Date of the Buyer's Termination for Convenience"). For purposes of this Agreement, "Working Days" shall mean Monday, Tuesday, Wednesday, Thursday, and Friday. Buyer shall pay for all Equipment shipped out by Seller to Buyer as of the Effective Date of Buyer's Termination for Convenience, provided that said Equipment is subsequently delivered to the Delivery Location and accepted by Buyer in accordance with this Agreement.

On the Effective Date of the Buyer's Termination for Convenience, and except as directed by the Buyer, the Seller will immediately proceed with the following obligations:

- (i) Stop work as specified in the Buyer's Termination for Convenience;
- (ii) Place no further subcontracts for materials, services, or facilities, except as necessary to complete the continued portion of the Agreement;
- (iii) Use its best business efforts to terminate all subcontracts to the extent they relate to the work terminated; and
- (iv) Use its best business efforts to settle all outstanding liabilities and termination settlement proposals arising from termination of subcontracts.

For the avoidance of doubt, in the event that Buyer exercises Buyer's Termination for Convenience, Buyer will continue to procure and pay for the contracted Equipment in accordance with this Agreement until the Effective Date of the Buyer's Termination for Convenience.

The rights and remedies of either party under this Section 6 are in addition to any other rights and remedies provided by law or under this Agreement.

7. FEES AND TAXES. Unless otherwise stated herein or in an applicable Purchase Order, Seller will pay for fees and taxes in accordance with the delivery term described herein. Unless otherwise required by United States law, Buyer is exempt from Federal excise taxes. Buyer will only pay State of California or local sales or use taxes on Equipment supplied under this Agreement, as applicable.

8. **FORCE MAJEURE.** Neither Seller or Buyer will be responsible to perform under this Agreement as a result of acts beyond its reasonable control including, without limitation, acts of God, fire, flood, earthquakes or other man made or natural disasters, outbreak of disease, acts of war or terrorism or crime, shortage of power supply, transportation or other utility service, governmental action, labor disputes, or civil unrest (each a "Force Majeure Event"). The affected party will, as soon as reasonably practicable after the occurrence of any such Force Majeure Event, (a) provide written notice to the other party of the nature and extent of any such Force Majeure Event; and (b) use reasonable efforts to remove any such causes and resume performance under this Agreement as soon as reasonably practicable. If performance is not reasonably practicable within seven (7) calendar days, then the other party may then terminate this Agreement by written notice to the affected party.

9. **LIMITS ON LIABILITY.** To the maximum extent permitted by law, the parties agree as follows: (1) Liability. Seller's maximum liability (however caused) arising from this Agreement will in no event exceed all amounts actually paid by Buyer to Seller for the particular Purchase Order in dispute under this Agreement. (2) Consequential Damages. In no event will Seller be liable for any consequential, special, incidental, indirect, or punitive damages, including without limitation lost profits, whether the claim is based on contract, tort, strict liability, or any other theory of law or equity, even if advised of the possibility of such damages.

10. **LIMITS ON WARRANTY.** Seller warrants that Equipment furnished hereunder will conform to the Product Specifications stated in Exhibit A upon title passing to Buyer at the Delivery Location. Outside of the foregoing Product Specifications, Seller (a) makes no warranties or representations, either expressed or implied, as to the Equipment (or any of the Equipment's parts or accessories) provided for under this Agreement and (b) makes no warranty of merchantability or fitness of the Equipment provided for under this Agreement for any particular purpose.

11. **AFFILIATE GUARANTEE.** (a) Subject to the requirements in this Agreement, in the event that Seller breaches a Guaranteed Material Obligation (defined below) under this Agreement, and such breach is unexcused and not remedied within seven (7) calendar days, BYD Motors LLC, a subsidiary of BYD Co., Ltd., will guarantee Seller's performance under this Agreement (the "Guarantor").

(b) For the purposes of this Section 11, "Guaranteed Material Obligation" will exclusively mean the following: (i) Seller materially fails to deliver the N95 masks in accordance with Product Specifications (including Seller failing to maintain NIOSH certification for the N95 masks pursuant to this Section 1 (b) "Equipment and Pricing"); or, (ii) Seller fails to return to Buyer, following Buyer's request to Seller for such return, a Buyer payment for Equipment that have been rejected in accordance with Section 4 "Acceptance".

(c) Solely to the extent that the Seller is unable to fulfill the Guaranteed Material Obligations in accordance with this Section 11, Guarantor will step in to assume the obligations of Seller under this Agreement and, as applicable, fulfill the Guaranteed Material Obligations or take responsibility for Seller's liabilities arising out of the same.

12. ENTIRE AGREEMENT; WAIVER OR MODIFICATION. This Agreement constitutes the entire agreement of the parties hereto. All prior agreements, whether oral or in writing, are superseded. No waiver or modification of this Agreement will be effective unless in writing and signed by both parties.

13. WAIVER OF RIGHTS. Any action or inaction by either the Seller or Buyer or failure to enforce any right or provision of the Agreement will not be construed as a waiver by either Seller or Buyer of its rights hereunder and will not prevent either Seller or Buyer from enforcing such provision or right on any future occasion. The rights and remedies are cumulative and are in addition to any other rights or remedies that are available at law or in equity.

14. BINDING ON SUCCESSORS AND PERMITTED ASSIGNS. This Agreement will not be assignable by either the Seller or Buyer in whole or in part without written consent of the parties. This Agreement will be binding upon and inure to the benefit of any successors and permitted assigns of the parties hereto.

15. NOTICES. All notices and correspondence herein provided to be given, or which may be given by either party to the other, will be deemed to have been fully given when made in writing and: 1) deposited in the United States Mail, certified and postage prepaid or sent via an alternate commercial overnight delivery service (i.e. FedEx or similar) with receiver's signature required; and, (2) with a carbon copy sent via electronic mail, addressed as follows:

Seller: Global Healthcare Product Solutions, LLC
919 North Market Street, Suite 950
Wilmington, DE 19801
Attention: Legal Department
e-mail: contact@ghps.us

with a copy to the Guarantor:

BYD Motors, LLC
1800 S Figueroa St.
Los Angeles, CA 90015
Attention: Legal Department
e-mail: notices@byd.com

Buyer: California Governor's Office of Emergency Services
Attention: Legal Department
3650 Schriever Avenue
Mather, CA 95655
e-mail: BYDinvoice@caloes.ca.gov

The address to which notices and correspondence will be mailed to either party may be changed by giving written notice to the other party.

16. **GOVERNING LAW; DISPUTE RESOLUTION.** This Agreement will be interpreted and construed solely in accordance with the laws of the State of California without regard to its choice of law principles. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, will exclusively be settled by arbitration administered by the American Arbitration Association (or by mutual agreement JAMS) in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The place of arbitration will be San Francisco, California. The number of arbitrator(s) will be one (1). Seller will pay for the dispute resolution organization's standard and customary initiation fee required to initiate the arbitration with that organization, not to exceed \$6,000, even in the circumstance where the Buyer is initiating arbitration. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator will be entitled to issue injunctive and other equitable relief. A party may apply to any court with jurisdiction for interim or conservatory relief, including without limitation a proceeding to compel arbitration. The parties agree to arbitrate all disputes arising from this Agreement on an individual basis (and in strict accordance with this paragraph) and each party waives the right to participate in a class action lawsuit against the other party. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

17. **HEADINGS.** Headings at the beginning of each section are solely for the convenience of the parties and will not be considered when interpreting this Agreement.

18. **SEVERABILITY.** If any of the provisions of this Agreement are prohibited by or held invalid under applicable laws or regulations of any jurisdiction in which this Agreement is sought to be enforced, then that provision will be considered inapplicable and omitted but will not invalidate the remaining provisions.

19. **SURVIVAL.** All provisions regarding Section 9 (Limits on Liability), Section 10 (Limits on Warranty), Section 12 (Entire Agreement; Waiver or Modification), Section 13 (Waiver of Rights), Section 14 (Binding on Successors and Permitted Assigns), Section 15 (Notices), Section 16 (Governing Law; Dispute Resolution), Section 18 (Severability), Section 31 (Rights and Remedies), Section 40 (Access

to Records), Section 42 (Compliance with Federal Law, Regulations, and Executive Orders) and, this Section 19 (Survival) will survive any termination of this Agreement.

20. COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

21. INDEPENDENT CONTRACTOR: Seller and the agents and employees of Seller, in the performance of this Agreement, will act in an independent capacity and not as officers or employees or agents of the Buyer.

22. COMPLIANCE WITH STATUTES AND REGULATIONS: Seller warrants and certifies that in the performance of this Agreement, it will comply in all material respects, with all applicable statutes, rules, regulations and orders of the United States and the State of California and agrees to indemnify the Buyer against any third-party claims, loss, cost, damage or liability (together "Claims") occurring due to Seller's violation of this Section 22 "Compliance with Statutes and Regulations".

23. SELLER'S POWER AND AUTHORITY: The Seller warrants that it has full power and authority to enter into the Agreement and will hold the Buyer harmless from and against any third-party claims loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this Section 23 "Seller's Power and Authority" or infringement of any patent, copyright, and/or trade secret.

24. AFFILIATE GUARANTOR'S POWER AND AUTHORITY: The Guarantor warrants that it has full power and authority to guarantee this Agreement.

25. SUBSTITUTIONS: Substitution of Equipment may not be tendered without advance written consent of the Buyer. Seller will not use any specification in lieu of those contained in the Agreement without written consent of the Buyer.

26. NEWLY MANUFACTURED EQUIPMENT: All Equipment furnished under this Agreement will be newly manufactured Equipment; used or reconditioned Equipment is prohibited.

27. COVENANT AGAINST GRATUITIES: The Seller warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of the Buyer with a view toward securing the Agreement or securing favorable treatment with respect to any determinations concerning the performance of the Agreement. For breach or violation of this Section 27 "Covenant Against

Gratuities", the Buyer will have the right to terminate the Agreement, either in whole or in part.

28. **SWEATFREE CODE OF CONDUCT:** (a) Sweatfree Code of Conduct. Seller declares under penalty of perjury that no apparel, garments or corresponding accessories, Equipment, materials, or supplies furnished to the Buyer pursuant to the Agreement have been produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Seller further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108. (b) Records. Seller agrees to cooperate fully in providing reasonable access to its records, documents, agents or employees, or premises if reasonably required by authorized officials of the Buyer, the Department of Industrial Relations, or the Department of Justice to determine Seller's compliance with the requirements under Section 28(a) "Sweatfree Code of Conduct".

29. **MANUFACTURING AUDITS.** The Buyer reserves the right to utilize a third-party representative to audit Seller's manufacturing facility and/or conduct source inspection of Equipment at the end of the production line.

30. **REPORTING.** Seller will keep complete, timely and accurate records, including, but not limited to incoming material quality, in-process yield, outgoing quality, regulatory compliance, production schedules, material shortages and shipment performance. Seller will provide the Buyer with on-line access to such records and will provide written reports to the Seller as requested.

31. **RIGHTS AND REMEDIES.**

(a) In the event Buyer rejects Equipment pursuant to Section 4 "Acceptance", in whole or in part, due to nonconformity, Buyer may choose, at its sole discretion, one of the following: (i) Seller will, without expense to Buyer, immediately replace all such rejected Equipment with other Equipment that conform to the Product Specifications, at Seller's sole expense; or (ii) Seller will, within five (5) business days of

Buyer's rejection of Equipment, refund all applicable portions of the monies paid to Seller for such nonconforming Equipment.

- (b) For the avoidance of doubt, unless otherwise agreed to in writing, under no circumstances will Buyer pay Seller any monies other than monies for payment of accepted Equipment.

32. NONDISCRIMINATION

a) During the performance of this Agreement, Seller and its subcontractors will not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. Seller and Seller's subcontractors will ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Seller and its subcontractors will comply with the provision of the Fair Employment and Housing Act (Government Code, section 12990 et seq.) and the applicable regulations promulgated thereunder (Cal. Code of Regulations, Title 2, section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5, Division 4, of Title 2 of the California Code of Regulations are incorporated into the Agreement by reference and made a part hereof, as if set forth in full. Seller and its subcontractors will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

b) The Seller will include nondiscrimination and compliance provisions of this Section 32 "Nondiscrimination" in all subcontracts to perform work under the Agreement.

33. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, the Seller agrees as follows:

- a. The Seller will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Seller will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- b. The Seller agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- c. The Seller will, in all solicitations or advertisements for employees placed by or on behalf of the Seller, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- d. The Seller will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Seller's legal duty to furnish information.
- e. The Seller will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Seller's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- f. The Seller will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- g. The Seller will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the

Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- h. In the event of the Seller's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Seller may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- i. The Seller will include the portion of the sentence immediately preceding this Section 33(a) and the provisions of Section 33(a) through Section 33(h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Seller will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event the Seller becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Seller may request the United States to enter into such litigation to protect the interests of the United States.

The Seller further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work; provided, that if the Seller so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Seller agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Sellers and subcontractor with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in

the discharge of the agency's primary responsibility for securing compliance.

The Seller further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon.

This provision solely applies to Seller or Seller subcontractors or Seller Vendors under the jurisdiction of the laws and regulations of the State of California or the United States Government.

34. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Compliance with the Contract Work Hours and Safety Standards Act.

- a. Overtime requirements. No Seller or subcontractor contracting for any part of this Agreement which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in Section 34(a), the Seller and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in Section 34(a), in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in Section 34(a).
- c. Withholding for unpaid wages and liquidated damages. The Federal Emergency Management Agency shall upon its own action or upon written request of an authorized representative of the Department of

Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Seller or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Seller or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Section 34(b).

- d. Subcontracts. The Seller or subcontractor shall insert in any subcontracts the clauses set forth in Section 34(a) through Section 34(d) and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in Section 34(a) through Section 34(d).

35. CLEAN AIR ACT

- a. The Seller agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Section 7401 et seq.
- b. The Seller agrees to report each violation to the California Air Resources Board and understands and agrees that the California Air Resources Board will, in turn, report each violation as required to assure notification to the Department of Resources Recycling and Recovery, the California Governor's Office of Emergency Services, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
- c. The Seller agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

36. THE FEDERAL WATER POLLUTION CONTROL ACT

- a. The Seller agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. Sections 1251 et seq.
- b. The Seller agrees to report each violation to the State Water Resources Control Board and understands and agrees that the State Water Resources Control Board will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency

(FEMA), and the appropriate Environmental Protection Agency Regional Office.

- c. The Seller agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

37. DEBARMENT AND SUSPENSION CLAUSE

- A. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Seller is required to verify that none of the Seller, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- B. The Seller must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- C. This certification is a material representation of fact relied upon by the State of California. If it is later determined that the Seller did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of California, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

38. BYRD ANTI-LOBBYING CLAUSE

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Sellers who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection

with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 44 C.F.R. PART 18- CERTIFICATION REGARDING LOBBYING

The undersigned [Seller] certifies, to the best of his or her knowledge, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Seller certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Seller understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

DocuSigned by:

Signature of Seller's Authorized Official

Ke Li
Name and Title of Seller's Authorized Official

Date: July 17, 2020

39. PROCUREMENT OF RECOVERED MATERIALS

- A. In the performance of this Agreement the Seller shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired-
 - i. Competitively within a timeframe providing for compliance with the Agreement performance schedule;
 - ii. Meeting Agreement performance requirements; or,
 - iii. At a reasonable price.
- B. Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- C. The Seller also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

40. ACCESS TO RECORDS

The following access to records requirements apply to this Agreement:

- A. The Seller agrees to provide the State of California, the FEMA Administrator, the Controller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Seller which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

- B. The Seller agrees to permit any of the foregoing parties to reproduce by any means whatsoever of to copy excerpts and transcriptions as reasonably needed.
- C. The Seller agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the Agreement.
- D. In compliance with the Disaster Recovery Act of 2018, the State of California and the Seller acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

41. DHS SEAL, LOGO, AND FLAGS

The Seller shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

42. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the Agreement only. The Seller will comply with all federal law, regulations, executive orders, FEMA policies, procedures, and directives.

43. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, Seller, or any other party pertaining to any matter resulting from the Agreement.

44. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Seller acknowledges the 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Seller's action pertaining to this Agreement.

45. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

Seller swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a Federal court has been issued against the Seller within the immediately preceding two-year period because of the Seller's failure to comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with, Public Contract Code section 10296.


46. APPLICABILITY

For the avoidance of doubt Sections 32-46 of this Agreement shall solely apply to Seller or Seller subcontractors or Seller Vendors under the jurisdiction of the laws and regulations of, as applicable, the State of California or the Federal Government of the United States of America.

(Signature Page Follows)

BY SIGNING BELOW, BOTH PARTIES HERETO ACCEPTS THE TERMS AND
CONDITIONS OF THIS AGREEMENT.

BUYER:

By: 
(Signature)

Name: Mark Ghilarducci

Title: Director, Governor's Office of Emergency Services

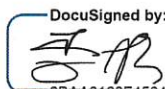
Date: July ²⁹~~17~~, 2020

Address: 3650 Schriever Avenue, Mather, CA 95655

E-mail: Mark.Ghilarducci@caloes.ca.gov

Phone: (916) 845-8510

SELLER:

By: 
05AAG108F45848D...
(Signature)

Name: Ke Li

Title: Authorized Representative

Date: July 17, 2020

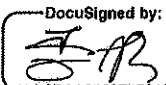
Address: 919 North Market Street, Suite 950, Wilmington, DE 19801

E-mail: contact@ghps.us

Phone: (213) 748-3980

By signing below, the Guarantor hereunder agrees to bound solely to the terms and conditions in this Section 1.1 "Affiliate Guaranty" and no other provision.

GUARANTOR:

By: 
 DocuSigned by:
0BAY6108F45848D...
(Signature)

Name: Ke Li

Title: President

Date: July 17, 2020

Address: 1800 S Figueroa St, Los Angeles, CA 90015

E-mail: notices@byd.com

Phone: (800)BYD-AUTO

Exhibit A

Product Specification

(please see next page)

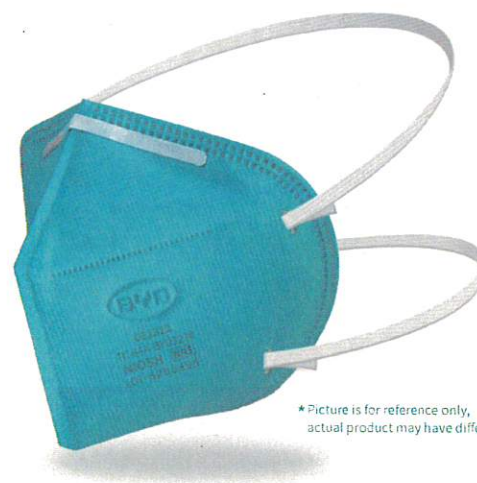
N95 Particulate Respirator

Foldable Non-sterile

BYD CARE 



- ⊕ Very close facial **fit**
- ⊕ **>95%** filtrations efficiency against solid and liquid aerosols free of oil.



*Picture is for reference only, actual product may have differences.

Description

The Particulate Respirator DE2322 is designed to help provide respiratory protection for the user. This product has a filter efficiency of 95% or greater against solid and liquid aerosols free of oil.

This product contains no components made from natural rubber latex.

Use instructions

- Suitable for protecting the mouth, nose, and chin to airborne particles, and block liquid aerosols, blood, body fluids, and secretions.
- For adults use only.
- Do not wash.
- Store in a cool, dry, clean place away from fire and contamination.
- Store between -20°C and 38°C (-4°F and 100°F) with relative humidity below 80%.
- Expiration date: 2 years after production.

3-Step check before use

1. Do not use if packaging has been opened or damaged.
2. Check if the elastic bands are in good condition and are not damaged.
3. Check that the metallic strip is not broken.

Wearing instructions

1. Unfold the mask and hold it with both hands, with the metallic strip facing up.
2. Place elastic bands around the neck and head respectively. Put the mask against your face covering both nose and mouth.
3. Adjust the metallic strip cover bridge of the nose using two fingers to press down until achieving a close fit.
4. Perform a fit check according to instructions.



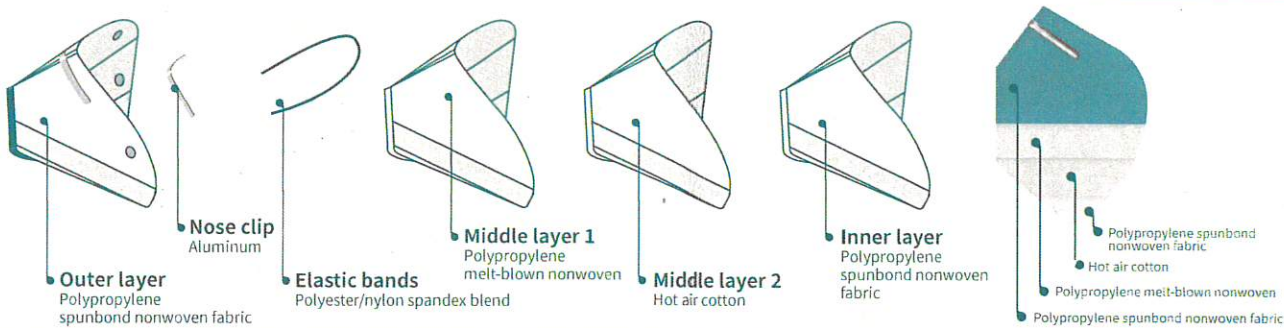
Fit check

1. Place both hands over the mask.
2. Take a deep breath and hold your breath for a few seconds, making sure the mask collapses inward as you inhale.
3. Then exhale and hold your breath for a few seconds, making sure the mask bulges outward as you exhale.
4. If air leaks, reposition the mask, tighten the metallic strip and reposition the elastic bands for a better fit. Follow steps 1-3 again until a tight seal has been achieved.
5. Masks that have passed the fit check are now safe to use.
6. Facial hair or other facial features may prevent the mask from achieving a proper fit. If a tight seal is not achievable, please DO NOT use this product.
7. If you experience difficulty breathing, dizziness, or other symptoms, leave the contaminated area immediately.



N95
Particulate Respirator Foldable Non-sterile

Specifications



Name

Parameter

Product name N95 Particulate Respirator

Main materials

The following materials are used in the production of N95 Particulate Respirator.
Inner layer: polypropylene spunbond nonwoven fabric;
Middle layer: polypropylene melt-blown nonwoven + hot air cotton;
Outer layer: polypropylene spunbond nonwoven fabric;
Elastic bands: polyester/nylon spandex blend;
Nose clip: aluminum

Product model DE2322

Packaging specification 1pc/bag; 20pcs/box; 960pcs/case

WARNINGS

1. The mask does not eliminate the risk of contracting any disease or infection.
2. Improper use may lead to illness and even death.
3. Use this product immediately after package is opened.
4. Not recommended for more than 8 hours of use.
5. DO NOT sleep while wearing the mask.
6. Avoid hand contact within the interior part of the mask.
7. DO NOT use masks if they expired.
8. For one-time use only. Dispose the mask according to regulations.
9. DO NOT use if the package is damaged.



Time use limitation

If the mask becomes damaged, soiled, or breathing becomes difficult, leave the contaminated area and replace and refit the new mask.

Important notice

1. To the extent permitted by law, BYD shall not be liable for any loss or damage including any loss of business, loss of profits, or for any indirect, special, incidental or consequential loss or damage arising from reliance upon any information herein provided by BYD. Nothing in this statement will be deemed exclude or restrict BYD's liability for death or personal injury arising from its negligence.
2. Staples are used for strap fastening, it is normal that small punctures be found around the staples. Product sampling has been processed to ensure the respirators meet Part 84 approval requirement.
3. The process of the strap fastening has been strictly controlled. Any enlarged holes resulting from ripped filter material around staple punctures are considered as damage.
4. Filtering facepieces are to be inspected prior to each use to assure there are no holes in the breathing zone other than punctures around staples and no damage has occurred.
5. Before occupational use of this respirator, a written respiratory protection program must be implemented meeting all the local government requirements. In the United States, employers must comply with OSHA 29 CFR 1910.134 which includes medical evaluation, training, and fit testing.

Approval and Standard



Distributed by
Global Healthcare Product Solutions, LLC
1800 S. Figueroa Street, Los Angeles, CA 90015
1 (800) 293-2886
www.byd.care
Made in China



Scan and visit
BYD Care website



Scan and download
BYD Care app

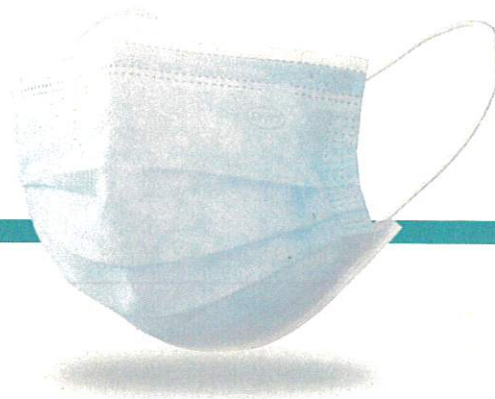
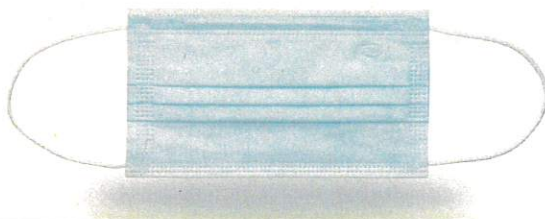


Single-use Surgical Mask

SOFT & EASY TO BREATHE

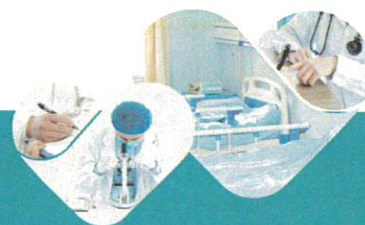
Non-sterile

BYD CARE 



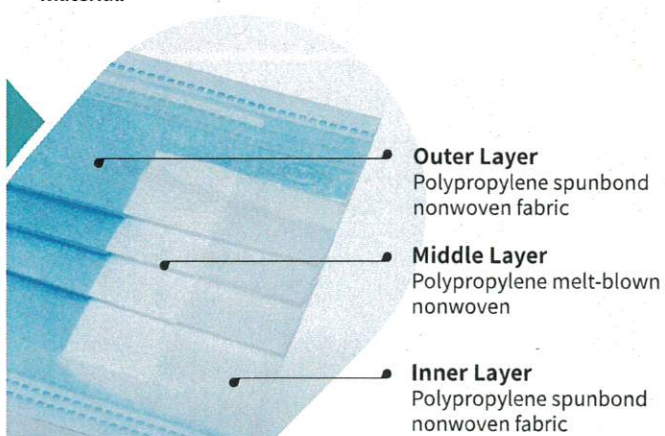
Application

Worn by personnel to cover the mouth, nose and chin, the mask provides a physical barrier.



Product Introduction

BYD Single-use Surgical Mask consists of three layers of nonwoven material:



MATERIALS

Inner layer	Polypropylene spunbond nonwoven fabric
Middle layer	Polypropylene melt-blown nonwoven
Outer layer	Polypropylene spunbond nonwoven fabric
Ear loops	Polyester/nylon spandex blend
Nose clip	Metal wire with plastic covering

This device is not made with natural rubber latex.
Non-sterile product. One-time use only.

Wearing Instructions



1. Hold the mask by the ear loops with the colored side facing outwards and the nose bridge upwards, and place both ear loops around both ears.



2. Bend the nose clip to match the shape of the nose.



3. Pull the mask to your chin to produce a tight seal.

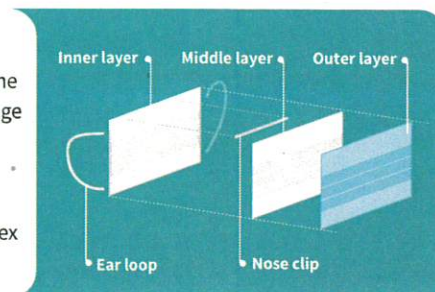


Single-use Surgical Mask

SOFT & EASY TO BREATHE (Non-sterile)

Product Specification

- 1 Mask length: 175 mm(6.89in.)
- 2 Mask expansion width: 165 mm(6.49in.). Post-stack width is 95 mm(3.74in.) with three stacks in the middle. Each stack width is not less than 10 mm(0.39in.). The nose clip is located on the upper edge of the mask, and the outside of the mask is darker in color.
- 3 The position of the upper nose clip is not more than 16 mm(0.63in.).
- 4 Nose clip: length > 90 mm(3.54in.); width approximately 3 mm(0.12in.)
- 5 Ear loop: 170 mm(6.69in.) in length and 3.5 mm(0.14in.) in diameter, composed of polyester, spandex and other materials, welded on the inner layer not more than 10 mm(0.39in.) from the edge.



Parameter of BYD Single-use Surgical Mask

Name	Parameter
Product name	Single-use Surgical Mask
Material	Polypropylene spunbond nonwoven fabric, polypropylene melt-blown nonwoven, metal wire with plastic covering nose clip, polyester/nylon spandex blend ear loops
Product model	FE2311X (FLAT)
Size	175 mm×95 mm / 6.89in.×3.74in.
Expiration date	2 years after production
Packaging specification	10pcs/bag; 50pcs/box; 2000pcs/case
Storage	Store in a room with relative humidity level of no more than 80%, no corrosive gas and good ventilation to avoid high temperature.

WARNING !

- 1 The mask is not to be used for antimicrobial protection, antiviral protection, or particulate filtration, and it does not eliminate or reduce the risk of contracting any disease or infection.
- 2 Failure to properly use and maintain this product could result in illness or even death.
- 3 Only for one-time use, please destroy and dispose after use.
- 4 Please use within two years of manufacture.
- 5 DO NOT use if package is damaged.
- 6 Please refer to the instructions before use.
- 7 For adults use only.
- 8 Use this product immediately after the package is opened. Avoid hand contact within the interior part of the mask. Do not wash.
- 9 This mask is distributed under FDA's Enforcement Policy for Face Masks and Respirators During the Coronavirus Disease (COVID-19) Public Health Emergency.

Time use limitation

If the mask becomes damaged or soiled, or if breathing becomes difficult, leave the contaminated area and replace and refit with a new mask.

Important notice

To the extent permitted by law, BYD shall not be liable for any loss or damage, including any loss of business, loss of profits, or for any indirect, special, incidental or consequential loss or damage arising from reliance upon any information herein provided by BYD. BYD SPECIFICALLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING (WITHOUT LIMITATION) IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BYD SPECIFICALLY DISCLAIMS THAT THE MASK WILL PREVENT INFECTION OR THE TRANSMISSION OF VIRUSES OR DISEASE.

All information presented in this document is based on the latest data available at the time of printing. BYD reserves the right to make changes at any time without prior notice.

Approval and Standard

Product model: FE2311X (FLAT) ASTM F2100 Level III YY 0469-2011 standard EN 14683:2019 Type IIR  

Distributed by Global Healthcare Product Solutions, LLC

1800 S. Figueroa Street, Los Angeles, CA 90015

1(800)293-2886 www.byd.care Made in China



Scan and visit
BYD Care website



Scan and download
BYD Care app

Exhibit B

Delivery Schedule

Subject to Section 3(a) "Schedule" of this Agreement, contract management officers from each of the parties will agree upon a delivery schedule, and such agreed to delivery schedule shall be incorporated by reference into this Exhibit B "Delivery Schedule".